

COURT OF COMMON PLEAS, WOOD COUNTY OHIO

SUMMONS ON COMPLAINT

Rule 4 1970 Ohio Rules of Civil Procedure

Case Number: 2021CV0148

Judge Matthew L Reger

Cynthia Baker et al vs. Aramark Corporation et al

Cynthia Baker

E 889 County Road 16

Holgate OH 43527

Plaintiff

vs.

Aramark Corporation

c/o Aramark Food & Support Services Group Inc

Statutory Agent

4001 Leadenhall Road

Mount Laurel NJ 08054

Defendant

To the above named defendant:

You are hereby summoned that a complaint (a copy of which is hereto attached and made a part hereof) has been filed against you in Wood County Court of Common Pleas, Wood County Courthouse, Bowling Green, OH 43402, by the Plaintiff(s) named herein.

You are required to serve upon the Plaintiff(s) attorney, or upon the Plaintiff if he/she has no attorney of record, a copy of your answer to the complaint within 28 days after service of this summons upon you, exclusive of the day of service. Said answer must be filed with this Court within three days after service on Plaintiff(s) attorney.

The name and address of the Plaintiff(s) Attorney is as follows:

Michael Harlan 69160

Gervelis Law Firm

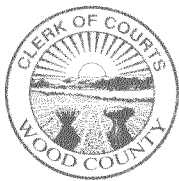
3790 Boardman Canfield Rd

Canfield OH 44406

(330)-533-6565

If you fail to appear and defend within 28 days, judgment by default will be taken against you for the relief demanded in the complaint.

I, Douglas F. Cubberley, Clerk of the Court of Common Pleas, hereby certify that the attached is a true copy of the original papers filed in the above-entitled case.



Douglas F. Cubberley
Clerk of Courts

By: 

Deputy Clerk

April 23, 2021

Tracking Number: NO 0000 0000 0000 4629 3

VSC.DOC

EXHIBIT A

Filed Wood County Clerk Common Pleas Court 04/23/2021 03:41 PM Douglas F Cubberley, Clerk

COURT OF COMMON PLEAS, WOOD COUNTY OHIO
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Cynthia Baker et al vs. Aramark Corporation et al

Cynthia Baker

E 889 County Road 16

Holgate OH 43527

Plaintiff

vs.

Deshaun E Horton

22410 Maplewood Drive

Southfield MI 48034

Defendant

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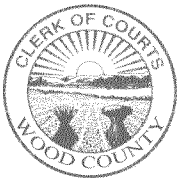
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Douglas F. Cubberley
Clerk of Courts

By: 

Deputy Clerk

ELECTRONICALLY-FILED
WOOD COUNTY COMMON PLEAS COURT

Friday, April 23, 2021 12:40:26 PM

IN THE COURT OF COMMON PLEAS 2021CV0148 - Matthew L Reger

WOOD COUNTY, OHIO

DOUGLAS F. CUBBERLEY
CLERK OF COURTS WOOD COUNTY OHIO

CYNTHIA BAKER
E-889 County Road 16
Holgate, OH 43527

and

THOMAS BAKER
E-889 County Road 16
Holgate, OH 43527

Plaintiffs

v.

ARAMARK CORPORATION
c/o Aramark Food and Support Services
Group, Inc., Statutory Agent
4001 Leadenhall Road
Mount Laurel, NJ 08054

and

DESHAUN E. HORTON
22410 Maplewood Drive
Southfield, MI 48034

and

ERIE INSURANCE
100 Erie Insurance Place
Erie, PA 16530

Defendants

CASE NO.

JUDGE:

COMPLAINT

(OTHER TORTS)

FIRST CLAIM

1. On the 23rd day of May, 2019, Plaintiff, CYNTHIA BAKER, was stopped eastbound at a mailbox located at 13626 SR-281, in Liberty Township, County of Wood, State of Ohio.

2. At that time, Defendant, DESHAUN E. HORTON, negligently operated his motor vehicle by failing to yield and crashing into the rear of the motor vehicle driven by Plaintiff, CYNTHIA BAKER, causing the damages hereinafter described.

3. At the time of the above-described accident, Defendant, ARAMARK CORPORATION, negligently entrusted their motor vehicle to Defendant, DESHAUN E. HORTON. Further, DESHAUN E. HORTON, was the employee or agent of ARAMARK CORPORATION acting within the scope of his employment or agency.

4. As a result of the negligence of the Defendants, DESHAUN E. HORTON and ARAMARK CORPORATION, Plaintiff, CYNTHIA BAKER, suffered injuries to her head, neck, back and other parts of her body causing pain and permanent damage.

5. Plaintiff, CYNTHIA BAKER, has incurred medical expenses, hospital expenses, and other expenses, and will incur further such expenses.

6. Plaintiff, CYNTHIA BAKER, has sustained permanent damage, pain and suffering, and expects to incur further pain and suffering in the future.

7. Plaintiff, CYNTHIA BAKER, has lost earnings, expects to lose further earnings, and her earning capacity has been permanently impaired.

SECOND CLAIM

8. For the Second Claim of this Complaint, Plaintiff, THOMAS BAKER, restates and realleges each and every allegation contained in the First Claim as if fully rewritten herein.

9. Plaintiff, THOMAS BAKER, says that he is the husband of Plaintiff, CYNTHIA BAKER, and that as a result of said accident and injuries, he was caused to lose the companionship, consortium, and services of Plaintiff, CYNTHIA BAKER.

THIRD CLAIM

Statutory Violation of Truck Driver

10. For the Third Claim of this Complaint, Plaintiffs, CYNTHIA BAKER and THOMAS BAKER, restate and reallege each and every allegation contained in the preceding paragraph as if fully written herein.

11. Defendant, DESHAUN E. HORTON, violated statutes and regulations, including but not limited to Ohio R.C. 4511.39 and 49 C.F.R. 350 to 399.

12. Defendant, DESHAUN E. HORTON'S, statutory violation directly and proximately caused Plaintiffs' damages.

13. Defendant, DESHAUN E. HORTON, is negligent per se based on these statutory and regulatory violations.

FOURTH CLAIM

Vicarious Liability of Aramark Corporation

14. For the Fourth Claim of this Complaint Plaintiffs, CYNTHIA BAKER and THOMAS BAKER, restate and reallege each and every allegation contained in the preceding paragraphs as if fully rewritten herein.

15. Defendant, DESHAUN E. HORTON, was the employee, agent, servant, or independent contractor for Defendant, ARAMARK CORPORATION. Accordingly, Defendant ARAMARK CORPORATION, is vicariously liable for the acts of Defendant, DESHAUN E. HORTON, for the causes of this action.

FIFTH CLAIM

Strict Liability of Aramark Corporation

16. For the Fifth Claim of this Complaint, Plaintiffs, CYNTHIA BAKER and THOMAS BAKER, restate and reallege each and every allegation contained in the preceding paragraphs as if fully rewritten herein.

17. Regardless of the employment relationship, Defendant, ARAMARK CORPORATION is the registered owner of USDOT Number 1747540 and is therefore responsible for the acts of defendant driver.

SIXTH CLAIM

Negligence of Aramark Corporation

18. For the Sixth Claim of this Complaint, Plaintiffs, CYNTHIA BAKER and THOMAS BAKER restate and reallege each and every allegation contained in the preceding paragraphs as if fully rewritten herein.

19. Defendant, ARAMARK CORPORATION, had a duty to act reasonably in hiring and retaining DESHAUN E. HORTON and to promulgate and enforce rules and regulations to ensure its drivers and vehicles were reasonably safe; ARAMARK CORPORATION, negligently failed to maintain their truck.

20. At the time of the accident the Defendant, ARAMARK CORPORATION, was the owner of the chassis, tractor, trailer, container, rear wheels, rear taillights, brakes, brake lights, and other lights located on and attached to the tractor and cab operated by Defendant, DESHAUN E. HORTON.

21. The aforesaid Defendant, ARAMARK CORPORATION negligently operated, maintained, and put in service the aforesaid chassis, tractor, trailer, container, rear wheels, rear taillights, brakes, brake lights, and other lights in an unsafe manner creating a hazardous and dangerous condition, which resulted in the accident and injuries set forth in this complaint.

22. Said Defendant, ARAMARK CORPORATION, negligently provided, and negligently failed to properly inspect, the aforesaid chassis, tractor, trailer, container, rear wheels, rear taillights, brake lights, and other lights in a condition and manner that violated Ohio and Federal safety regulations thereby creating a hazardous and dangerous condition resulting in the damages and injuries to the Plaintiffs set forth herein.

23. Defendant, ARAMARK CORPORATION, negligently maintained and negligently inspected the tractor and trailer including the brakes, taillights, wheels, and other operating systems thereby creating a hazardous and dangerous condition in violation of 49 CFR 350 to 399, which resulted in the accident and injuries set forth in this complaint.

24. Defendant, ARAMARK CORPORATION, failed in the above-mentioned duties and was therefore negligent.

25. Defendant, ARAMARK CORPORATION'S negligence was the direct and proximate cause of CYNTHIA BAKER and THOMAS BAKER'S damages listed in this complaint.

SEVENTH CLAIM

Statutory Violations of Aramark Corporation

26. For the Seventh Claim of this Complaint, Plaintiffs, CYNTHIA BAKER and THOMAS BAKER, restate and reallege each and every allegation contained in the preceding paragraphs as if fully rewritten herein.

27. Defendant, ARAMARK CORPORATION, violated state and federal statutes and regulations, including but not limited to 49 C.F.R. §§ 350 399 and O.A.C. 4901:2-5-02 through 4901:2-5-08, and R.C. 4511.21A, R.C. 4513.02 and R.C. 4511.202.

28. Defendant, ARAMARK CORPORATION'S statutory violations directly and proximately caused Plaintiffs' damages.

29. Defendant, ARAMARK CORPORATION, is negligent per se based on these statutory and regulatory violations.

EIGHTH CLAIM

30. For the Eighth Claim of this Complaint, Plaintiffs, CYNTHIA BAKER and THOMAS BAKER, restate and reallege each and every allegation contained in the preceding paragraphs as if fully rewritten herein.

31. Plaintiffs, CYNTHIA BAKER and THOMAS BAKER, state that they purchased an automobile insurance policy from the Defendant, ERIE INSURANCE, a company doing business in Wood County, Ohio.

32. Plaintiffs, CYNTHIA BAKER and THOMAS BAKER, were insureds as that term is defined pursuant to their policy.

33. That policy contains an uninsured/underinsured motorist provision whereby Plaintiffs, CYNTHIA BAKER and THOMAS BAKER, are entitled to recover damages for bodily injury resulting from the acts of uninsured or underinsured owners or operators of motor vehicles.

34. Plaintiffs, CYNTHIA BAKER and THOMAS BAKER, hereby allege that they suffered injuries as a result of the negligence of defendants who may be found to be uninsured or underinsured motorists pursuant to the insurance policy that Plaintiffs, CYNTHIA BAKER and

THOMAS BAKER, maintained with Defendant, ERIE INSURANCE.

35. Plaintiffs, CYNTHIA BAKER and THOMAS BAKER, hereby and have requested arbitration of their uninsured/underinsured motorist claim with the Defendant, ERIE INSURANCE, pursuant to the terms of the policy.

36. At all times material hereto, the Plaintiffs, CYNTHIA BAKER and THOMAS BAKER, have paid the premiums, performed all conditions necessary to maintain in good standing the automobile insurance policy issued by the Defendant, ERIE INSURANCE.

37. Defendant, ERIE INSURANCE, may claim some right of subrogation or lien as a result of their medical pay provision and monies that they may have paid pursuant to said policy.

WHEREFORE, Plaintiffs, CYNTHIA BAKER and THOMAS BAKER, demand judgment against Defendants, DESHAUN E. HORTON and ARAMARK CORPORATION as follows:

- A. Compensatory Damages in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS, (\$25,000.00), for Plaintiff, CYNTHIA BAKER , plus interest at the legal rate of interest from the date of the accident described above;
- B. Compensatory Damages in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS, (\$25,000.00), for Plaintiff, THOMAS BAKER, plus interest at the legal rate of interest from the date of the accident described above;
- C. The costs of this Action.

WHEREFORE, Plaintiffs, CYNTHIA BAKER and THOMAS BAKER, demand

judgment against the Defendant, ERIE INSURANCE, as follows:

- A. Determination that the Plaintiffs, CYNTHIA BAKER and THOMAS BAKER, were insured as that term is defined in the uninsured/underinsured motorist coverage provision of the policy issued to Plaintiffs, CYNTHIA BAKER and THOMAS BAKER, by Defendant, ERIE INSURANCE, referred to in Plaintiffs' Exhibit 1;
- B. Determine the rights and obligations of said Defendant, ERIE INSURANCE, under said policy issued to CYNTHIA BAKER and THOMAS BAKER;
- C. Direct that the Defendant, ERIE INSURANCE, submit the Plaintiffs, CYNTHIA BAKER and THOMAS BAKER'S, uninsured/underinsured motorist claim to binding uncapped arbitration;
- D. Judgment against the Defendant, ERIE INSURANCE, for the full amount of the policy limits;
- E. Costs to the Defendant, ERIE INSURANCE.

Respectfully submitted,

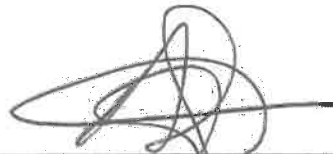
THE GERVELIS LAW FIRM



BY: MICHAEL D. HARLAN (#0069160)
Attorney for Plaintiffs
3790 Boardman-Canfield Road
Canfield, Ohio 44406
(330) 533-6565
mike@gervelislaw.com

INSTRUCTIONS TO THE CLERK

Please make certified mail service upon the Defendants at the addresses listed in the caption above.

A handwritten signature in black ink, appearing to be "Michael B. Harlan", written over a horizontal line.

BY: MICHAEL B. HARLAN (#0069160)
Attorney for Plaintiffs



Your Auto Policy Declarations (Amended)

Coverage provided by:

Erie Insurance Company

100 Erie Insurance Place Erie, PA 16530
www.erieinsurance.com

Amendment Effective 04/30/2019

| | | | |
|--|--|--|-------------------------------------|
| Named Insured THOMAS L BAKER & CYNTHIA J BAKER E889 COUNTY ROAD 16 HOLGATE, OH 43527-9715 | Policy Number Q06 7307637 Policy Period 06/23/2018 to 06/23/2019 NAIC Code 26263 | Your ERIE Agent (GG6012) LAUBER GROUP INC / AN INS AGY 108 N DEFIANCE ST ARCHBOLD, OH 43502-1070 www.lauberinsurancegroup.com | Agent Phone (419)445-8406 |
|--|--|--|-------------------------------------|

Total Annual Policy Premium: (This is not a bill. Your invoice will follow in a separate mailing.) **\$1,704.00**

Your premium is based on Preferred rates and Good Driver rates.

| Vehicles Covered: | | Vehicle Rating Information: | | |
|-------------------------|-------------------|-----------------------------|---------------|------------------|
| Vehicle | VIN | State | Use | Annual miles |
| 1. 2005 BUIC LESABRE CU | 1G4HP52K05U206019 | OH | To work 11-14 | 8,501 or greater |
| 3. 2003 GMC SIERRA2500 | 1GTHK29U53E312899 | OH | Farm | |
| 4. 1992 BUIC CENTURY SP | 3G4AG54N5NS629669 | OH | To work 21-30 | up to 15,500 |
| 5. 1996 WILDE WILDE | 1ED1N2721T4260659 | OH | | |
| 6. 2018 JEEP WRANGLER U | 1C4BJWKG4JL915470 | OH | To work 21-30 | up to 15,500 |
| 7. 2015 CHEV IMPALA | 1G1125S37FU132217 | OH | Pleasure | up to 8,500 |

Driver Rating Information:

| Drivers Included | Age | Status | Gender | Vehicle |
|------------------|-----|---------|--------|---------|
| THOMAS L BAKER | 58 | Married | Male | 1, 3, 7 |
| CYNTHIA J BAKER | 55 | Married | Female | 4, 6 |

If a driver is not a resident relative as defined in your policy, coverages, benefits and rights may be limited. Refer to your policy and its endorsements for terms, definitions, limitations, reductions, exclusions and conditions.

Discounts that apply:

| Discounts that apply: | Vehicle: |
|---|------------------|
| 100% Farm Use Discount | 3 |
| Advance Quote Discount | 1, 3, 4, 6, 7 |
| Age 55 or Over Discount | 1, 3, 4, 6, 7 |
| Annual Payment Plan Discount | 1, 3, 4, 5, 6, 7 |
| Anti-Lock Brake Discount | 1, 3, 6, 7 |
| Anti-Theft Discount/Passive Disabling | 7 |
| Multi-Car Discount | 1, 3, 4, 6, 7 |
| Passive Restraint Discount/Automatic Belts | 4 |
| Passive Restraint Discount/Dual Airbags | 1, 3, 6 |
| Passive Restraint Discount/Multiple Airbags | 7 |
| Prior Bodily Injury Limits Discount | 1, 3, 4, 6, 7 |

Coverages/Limits of Protection/Premiums

Insurance is provided where a premium is shown for the coverage. Coverages, limits and annual premiums are as follows:



Policy Number
Q06 7307637

Your ERIE Agent
LAUBER GROUP INC / AN INS AGY
(419)445-8406

Policy Period
06/23/2018 to 06/23/2019

| | Vehicle (premium in \$) | | | | | |
|---|-------------------------|---------------|---------------|--------------|---------------|---------------|
| | 1 | 3 | 4 | 5 | 6 | 7 |
| Liability Protection | | | | | | |
| Bodily Injury \$250,000 per person/ \$500,000 per accident | 96.00 | 64.00 | 105.00 | | 72.00 | 55.00 |
| Property Damage \$100,000 per accident | 73.00 | 49.00 | 81.00 | | 56.00 | 42.00 |
| Medical Payments | | | | | | |
| \$5,000 per person | 11.00 | 8.00 | 15.00 | | 11.00 | 7.00 |
| Uninsured/Underinsured Motorists | | | | | | |
| Property Damage \$7,500 per accident- \$250 deductible | 7.00 | | 7.00 | | | |
| Physical Damage | | | | | | |
| Comprehensive - \$100 deductible | 54.00 | 41.00 | 37.00 | 8.00 | | 100.00 |
| Comprehensive - Full Window Glass - \$100 deductible | | | | | 167.00 | |
| Collision - \$500 deductible | | 52.00 | | | 173.00 | 137.00 |
| Collision - \$250 deductible | | | | 5.00 | | |
| Optional Coverages | | | | | | |
| Road Service | | | | | 4.00 | 4.00 |
| Transportation Expenses - Comprehensive Class 3 - Small SUV/Pickup Truck | | | | | 9.00 | 9.00 |
| Transportation Expenses - Collision Class 3 - Small SUV/Pickup Truck | | | | | 25.00 | 25.00 |
| Annual Premium per Vehicle | \$ 241.00 | 214.00 | 245.00 | 13.00 | 517.00 | 379.00 |

Uninsured/Underinsured Motorists

Bodily Injury \$250,000 per person/ \$500,000 per accident \$ 95.00

†Uninsured/Underinsured Motorists Bodily Injury Coverage is provided for each vehicle listed above for which Liability Protection has been purchased.

Total Annual Policy Premium \$1,704.00

Premium change as a result of this amendment: \$ 27.00

Form numbers listed below that have an asterisk (*) are included with this mailing. Form numbers without an * were included with a previous Declaration. Any applicable Named Driver Exclusion form has been provided to you by your Agent.

Applicable Policy, Endorsements and Notices

| | Form # | Vehicle(s) |
|--|---------------|------------------|
| Auto Insurance Policy - Ohio | AP-OH 06/12 | 1, 3, 4, 5, 6, 7 |
| Extended RCV Physical Damage Coverage Endorsement | AAAC05 10/14 | 5 |
| Medical Payments Coverage Endorsement - Ohio | AAOM01 11/17* | 1, 3, 4, 6, 7 |
| Policy Change Endorsement - Ohio | AFOA01 11/17 | 1, 3, 4, 5, 6, 7 |
| Uninsured/Underinsured Motorists Bodily Injury Coverage Endorsement - Ohio | AFOU01 11/17 | See † above |
| Uninsured/Underinsured Motorists Property Damage Coverage Endorsement - Ohio | AFOU02 11/17 | 1, 4 |
| Important Notice Regarding Changes To Your Ohio Auto Insurance Policy | UF4801 05/18 | 1, 3, 4, 5, 6, 7 |
| Erie Insurance Privacy Notice | UF4839 10/16 | 1, 3, 4, 5, 6, 7 |
| Ohio - Notice To Policyholders | UF6852 07/17* | 1, 3, 4, 5, 6, 7 |

Unless a co-owner or lienholder is listed below, the Named Insured is the sole owner of each vehicle we insure.



Policy Number
Q06 7307637

Your ERIE Agent
LAUBER GROUP INC / AN INS AGY
(419)445-8406

Policy Period
06/23/2018 to 06/23/2019

Miscellaneous Information

Fraud Notice: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Each vehicle we insure will be principally garaged at the address listed under Named Insured, unless otherwise indicated below.

Reason for Amendment: MULTIPLE CHANGES.DRIVER INFORMATION AMENDED.AUTO 2 DELETED.AUTO 7-ADDED.ROAD SERVICE ADDED AUTO 6.